### UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

In re : Chapter 11 Case No.

LEHMAN BROTHERS HOLDINGS INC., et al., : 08-13555 (JMP)

Debtors. : (Jointly Administered)

. : --x

### NOTICE OF PARTIAL TRANSFER OF CLAIM PURSUANT TO FRBP RULE 3001(e)(2)

1. TO:

EFG Bank AG ("Transferor")

Bahnhofstrasse 16 P.O Box 2255 8022 Zurich Switzerland

Attn: Isabel Faragalli

2. Please take notice that a portion of your claim against LEHMAN BROTHERS HOLDINGS INC., et al, Case No. 08-13555 (JMP) arising from and relating to Proof of Claim No. 55837 (attached as Exhibit A hereto), has been transferred to:

Barclays Bank PLC ("<u>Transferee</u>") 745 Seventh Avenue New York, NY 10019 Telephone: (212) 412-2865

Email: daniel.crowley@barclayscapital.com daniel.miranda@barclayscapital.com

An executed "Evidence of Transfer of Claim" is attached as <u>Exhibit B</u> hereto. All distributions and notices regarding the transferred portion of the claim should be sent to the Transferee as provided in <u>Exhibit C</u> hereto.

- 3. No action is required <u>if you do not object</u> to the transfer of your claim. However, **IF YOU OBJECT TO THE TRANSFER OF YOUR CLAIM, WITHIN <u>20 DAYS</u> OF THE DATE OF THIS NOTICE, YOU MUST:**
- -- FILE A WRITTEN OBJECTION TO THE TRANSFER with:

United States Bankruptcy Court Southern District of New York Attn: Clerk of Court Alexander Hamilton Custom House One Bowling Green New York, NY 10004-1408

	SEND A COPY OF YOUR OBJECTION TO THE TRANSFEREE
	Refer to INTERNAL CONTROL NO in your objection and any further correspondence related to this transfer.
	If you file an objection, a hearing will be scheduled. IF YOUR OBJECTION IS NOT LY FILED, THE TRANSFEREE WILL BE SUBSTITUTED FOR THE TRANSFEROR ON RECORDS AS A CLAIMANT IN THIS PROCEEDING.
	CLERK
FOR C	CLERK'S OFFICE USE ONLY:
This no	otice was mailed to the first named party, by first class mail, postage prepaid on, 2009.
INTER	NAL CONTROL NO
Copy: (	(check) Claims Agent Transferee Debtors' Attorney
	Deputy Clerk

### EXHIBIT A

[Proof of Claim]

United States Bankruptcy Court/Southern District of New York Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076	LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM
In Re: Lehman Brothers Holdings Inc., et al., Debtors.  Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et AJ. 08-13555 (JMP) 0000055837
Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on <a href="http://www.lehman-docket.com">http://www.lehman-docket.com</a> as of July 17, 2009	
P.O. Box 2255         New           8022 Zurich         Attn:           Switzerland         Telep           Attn: Isabel Faragalli         Email	
Name and address where payment should be sent (if different from above)  (Same as above)	Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
Telephone number: +41 44 226 1241 Email Address: isabel.faragalli@efggr.  1. Provide the total amount of your claim based on Lehman Programs Securit Programs Securities as of September 15, 2008, whether you owned the Lehman and whether such claim matured or became fixed or liquidated before or after sollars, using the exchange rate as applicable on September 15, 2008. If you are you may attach a schedule with the claim amounts for each Lehman Programs  Amount of Claim:  See Exhibit A to Attachment to Proof of Claim	ies. Your claim amount must be the amount owed under your Lehman in Programs Securities on September 15, 2008 or acquired them thereafter, September 15, 2008. The claim amount must be stated in United States in Eling this claim with respect to more than one Lehman Programs Security, Security to which this claim relates.  (Required)
Check this box if the amount of claim includes interest or other charges in a 2. Provide the International Securities Identification Number (ISIN) for each this claim with respect to more than one Lehman Programs Security, you may which this claim relates.  International Securities Identification Number (ISIN): See Exhibit A to	Lehman Programs Security to which this claim relates. If you are filing attach a schedule with the ISINs for the Lehman Programs Securities to
3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electron appropriate (each, a "Blocking Number") for each Lehman Programs Security from your accountholder (i.e. the bank, broker or other entity that holds such se than one Lehman Programs Security, you may attach a schedule with the Block relates.  Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction number:  See Exhibit A to Attachment to Proof of Claim (Required)	ic Reference Number, or other depository blocking reference number, as for which you are filing a claim. You must acquire a Blocking Number scurities on your behalf). If you are filing this claim with respect to more king Numbers for each Lehman Programs Security to which this claim
4. Provide the Clearstream Bank, Euroclear Bank or other depository participar you are filing this claim. You must acquire the relevant Clearstream Bank, Eur accountholder (i.e. the bank, broker or other entity that holds such securities on numbers. Accountholders Euroclear Bank, Clearstream Bank or Other Depository F	oclear Bank or other depository participant account number from your your behalf). Beneficial holders should not provide their personal account
Clearstream # 32441 (Require	
5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Badisclose your identity and holdings of Lehman Programs Securities to the Debu reconciling claims and distributions.	ors for the purpose of OCT 2 9 2009
Signature: The person filing this claim must sign it. Sign at of the creditor or other person authorized to file this claim ar number if different from the notice address above. Attach co any:	nd print name and title, if any, and state address and telephone py of power of attorney, if  Maria J. Dicarza
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or in	prisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

### INSTRUCTIONS FOR PROOF OF CLAIM FORM

The questions on the Proof of Claim form include instructions for completing each question. The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

### Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

### Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

### DEFINITIONS

### Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

### Creditor

A creditor is the person, corporation, or other entity owed a aebt by the debtor on the date of the bankruptcy filing.

### Claim

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured, reduced to judgment or not, liquidated or unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal or equitable

### **Proof of Claim**

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the Claims Agent at the following address:

Lehman Brothers Holdings Claims Processing c/o Epiq Bankruptcy Solutions, LLC FDR Station, PO Box 5076 New York, NY 10150-5076

### Lehman Programs Security

Any security included on the list designated "Lehman Programs Securities" available on <a href="http://www.lehman-docket.com">http://www.lehman-docket.com</a> as of July 17, 2009.

### INFORMATION

### Acknowledgment of Filing of Claim

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim, or you may access the Claims Agent's system (http://www.lehman-docket.com) to view your filed proof of claim.

### Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.

NY239,874,361v1



EFG Bank Bahnhofstrasse 16 / P.O. Box 2255 8022 Zurich / Switzerland Telephone +41 44 226 17 17 Facsimile +41 44 226 17 26 www.efgbank.com

### POWER OF ATTORNEY

In connection with the filing of claims against Lehman Brothers Holdings Inc. in accordance with the Order Pursuant to Section 502(b)(9) of the Bankruptcy Code and Bankruptcy Rule 3003(c)(3) Establishing the Deadline for Filing Proofs of Claim, Approving the Form and Manner of Notice Thereof and Approving the Proof of Claim Form entered by the United States Bankruptcy Court for the Southern District of New York (the "Lehman Bar Date Order"), EFG Bank AG, Zurich (the "Company") hereby appoints Maria DiConza from Greenberg Traurig, LLP (the "Attorney"; which expression shall include any substitute attorney appointed hereunder) to act as our true and lawful attorney-in-fact with power to:

- Sign and submit the claims filed pursuant to the Lehman Bar Date Order registered in (i) the name of EFG Bank AG and EFG Bank, Hong Kong Branch; and
- to do all other acts and things and sign all other documents which may be required or which the Attorney reasonably considers necessary or desirable in connection with the Lehman Bar Date Order.

The Attorney may at any time appoint one or more persons to act as a substitute attorney for the Company in his place with power to exercise all or any of the powers conferred on the Attorney by this Power of Attorney other than the power to appoint a substitute attorney. Any such appointment of a substitute attorney may be revoked by the Attorney at any time.

The authority conferred on the Attorney by this Power of Attorney shall terminate on 3 November 2009.

This Power of Attorney is governed by, and shall be construed in accordance with the laws of Switzerland under the exclusion of conflict-of-laws rules.

27 October 2009

EFG Bank AG

Fa Ty

Name: Fred Link Name: Isabel Faragalli
Title: General Counsel Title: First Vice President

Pg 7 of 20

### ATTACHMENT TO PROOF OF CLAIM OF EFG BANK AG IN THE CHAPTER 11 CASES OF LEHMAN BROTHERS HOLDINGS, INC.

### A. Introduction

- 1. On September 15, 2008 (the "Petition Date"), Lehman Brothers Holdings Inc. ("LBHI") filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the "Bankruptcy Code"), in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"). Subsequently, eighteen (18) additional affiliates of LBHI (together with LBHI, the "Debtors") filed voluntary petitions for relief in the Bankruptcy Court. These cases are being jointly administered for procedural purposes before Judge James M. Peck as Case No. 08-13555.
- 2. On July 2, 2009, the Bankruptcy Court entered an Order Pursuant to Section 502(b)(9) of the Bankruptcy Code and Bankruptcy Rule 3003(c)(3) Establishing the Deadline for Filing Proofs of Claim, Approving the Form and Manner of Notice Thereof and Approving the Proof of Claim Form (the "Bar Date Order") (Docket No. 4271). The Bar Date Order, among other things, established November 2, 2009, at 5:00 p.m. (prevailing Eastern Time) (the "Securities Program Bar Date") as the last date and time for each person or entity to file a proof of claim based on securities issued by the Debtors or one of the Debtors' affiliates outside of the United States, which is identified on http://www.lehman-docket.com under the heading "Lehman Program Securities" (each, a "Lehman Program Security" and collectively, the "Lehman Program Securities"). In accordance with the requirements relating to Lehman Program Securities under the Bar Date Order, EFG Bank AG (the "Claimant") hereby files this Lehman Program Security Proof of Claim.

### B. Claim Arising Under Lehman Program Securities

- 3. The Claimant is the holder or authorized representative of the holder of Lehman Program Securities. The International Securities Identification Number ("ISIN") identifying each Lehman Program Security, along with the respective Euroclear electronic instruction reference number or Clearstream blocking reference number or other depository blocking reference number is detailed on the spreadsheet attached hereto as **Exhibit A**.
- 4. The Claimant asserts a claim (the "Claim") for each Lehman Program Security in the aggregate liquidated amount as set forth on Exhibit A as of the Petition Date, plus any and all other interest, costs, fees, expenses, or additional amounts due and owing under the documents associated with each Lehman Program Security, including the terms and conditions and pricing supplements for each issuance, and under applicable law. Exhibit A sets forth the aggregate amount of the claim for each Lehman Program Security in US Dollars as of September 15, 2009, as required by the Bar Date Order. Claimant reserves the right to assert that a different currency or exchange rate is applicable to the claim.

### C. Guaranty Claim

- 5. To the extent that a Lehman Program Security has been issued by an affiliate of the Debtors outside the United States with a related guaranty issued by LBHI, the Claimant has and asserts a claim against LBHI based on amounts owed pursuant to the promise, representation or agreement to answer for the payment of some debt or the performance of some duty in case of the failure of another person or entity who is liable in the first instance (the "Guaranty").
- 6. In reliance on pg. 14, subparagraph (h) of the Bar Date Order, the Claimant does not intend to complete a Guarantee Questionnaire (as that term is defined in the Bar Date Order) on account of its Guaranty Claim.

### D. Reservation of Rights

- 7. The Claimant reserves the right to file a proof of claim or other evidence of its indebtedness in any pending or future proceeding in another jurisdiction arising out of either the Lehman Program Security or the Guaranty. The Claimant's filing of this Proof of Claim is without prejudice to its right to assert substantially similar claims in the insolvency proceedings relating to any of the Debtors' affiliates in other jurisdictions.
- 8. To the extent that the Debtors assert claims against the Claimant of any kind, the Claimant reserves the right to assert that such claims by the Debtors are subject to rights of setoff or recoupment, which rights may be treated as secured claims under the Bankruptcy Code. To the extent that the Debtors or any other party take any action that would give rise to a counterclaim, cross claim or other claims against the Debtors, the Claimant reserves all rights to assert such claim.
- 9. The Claimant reserves the right to (i) amend, clarify, modify, update or supplement this Proof of Claim at any time and in any respect, including without limitation to assert additional claims and requests for payment or additional grounds for its claims, or to specify the amount of the Claimant's contingent, unmatured or unliquidated claims as they become non-contingent, matured or liquidated; (ii) file additional proofs of claim at any time and in any respect; or (iii) file a request for payment of administrative or priority expenses in accordance with 11 U.S.C. §§ 503(b) and 507(a). By virtue of the filing of this Proof of Claim, the Claimant does not waive, and hereby expressly reserves, its right to pursue claims and requests for payment, including but not limited to, the claims and requests for payment described herein against the Debtors based upon alternative legal theories.

- 10. By filing this Proof of Claim, the Claimant does not waive, and specifically preserves, its procedural and substantive defenses to any claim that may be asserted against it by the Debtors, by any trustee of their estates, by any official committee appointed in these chapter 11 cases, or any other party.
- 11. The Claimant also reserves all rights accruing to it against the Debtors, and the filing of this Proof of Claim is not intended to be and shall not be construed as (a) an election of remedies or (b) a waiver or limitation of any rights of the Claimant. The Claimant reserves the right to withdraw this Proof of Claim with respect to any claims for any reason whatsoever.
- 12. This Proof of Claim shall not be deemed to be a waiver of the Claimant's right (i) to have final orders in non-core matters entered only after *de novo* review by a District Court Judge, (ii) to trial by jury in any proceeding so triable in these cases or any case, controversy, or proceeding related to these cases, (iii) to have the District Court withdraw the reference in any matter subject to mandatory or discretionary withdrawal, or (iv) to any other rights, claims, actions, set-offs, or recoupments to which the Claimant is or may be entitled, in law or in equity, all of which rights, claims, actions, defenses, set-offs, and recoupments the Claimant expressly reserves.
- 13. By the filing of this Proof of Claim, the Claimant does not submit to the jurisdiction of the Bankruptcy Court for any purpose other than with respect to this Proof of Claim.

### D. Notices

14. All notices regarding this Proof of Claim should be sent to:

EFG Bank AG Bahnhofstrasse 16 P.O. Box 2255 8022 Zurich Switzerland Attn: Isabel Faragalli

with a copy to:

Greenberg Traurig LLP 200 Park Avenue New York, NY 10166 Attn: Maria DiConza

15. Pursuant to pg. 14, subparagraph (i) of the Bar Date Order, the Claimant does not attach to this Proof of Claim or otherwise submit any documentation supporting the claim under the Lehman Program Security.

NY239,760,703v3

Currency (CCY)	ISIN CODE	Clearstream Blocking Number (#)	Principal to Claim In Local Currency	Accrued Interest to Claim in Local Currency	Principal to Claim in USD (as at 09/15/2008)	Accrued Interest to Claim in USD (as at 09/15/2008)	Total Claim in USD (as at 09/15/2008)
EUR	ANN5214A7313	CA58234	13:373	N/A	19'047	NIA	19'047
EUR	CH0027120770	CA58236	120	NIA	171	N/A	171
EUR	XS0176153350	CA58237	150'000	2790	213'645	3974	217/619
EUR	XS0185349916	CA58238	2,035,000	NIA	2'898'451	N/A	2'898'451
asn	XS0186883798	CA58239	307287	NIA	307287	NIA	307287
EUR	XS0189741001	CA58287	541,000	29.29	770'546	7.965	778'511
EUR	XS0193035358	CA58291	14.000	49	19'940	69	20009
OSD	XS0204933997	CA74140	75'000	1369	75:000	1369	16369
EUR	XS0205185456	CA58293	20,000	261	71215	372	71:587
asn	XS0207884379	CA36175	20,000	N/A	20,000	NIA	20,000
EUR	XS0208459023	CA58294	30.000	425	42729	909	43.334
EUR	XS0210782552	CA67433	12,000	264	17.092	376	17'468
EUR	XS0213629487	CA67434	000,09	N/A	85,428	NIA	85.458
OSN	XS0216140094	CA67435	120000	229	120'000	119	120677
EUR	XS0218304458	CA67436	125000	2,965	178'038	4723	182261
EUR	XS0229584296	CA67444	320.000	22'362	455776	31'851	487627
EUR	XS0252835110	CA67483	250'000	1'471	356'075	2096	358171
GH.	XS0261032238	CA67804	1,000	NA	1116	NIA	1116
asn	XS0277470943	CA67832	225000	NA	225'000	NIA	225'000
EUR	XS0284114567	CA74141	200.002	NA	010766	NA	010.266
SEK	XS0293731914	CA92121	440.000	N/A	98.039	N/A	960.59
asn	XS0299103084	CA67884	100,000	NA	100000	NA	100'000
SEK	XS0299624568	CA67909	000.000.6	NA	1'331'499	N/A	1.331499
EUR	XS0301365945	CA74145	260'000	NA	1.082'468	NIA	1'082'468

EUR XS0307355445  EUR XS0308319341  CHF XS0308319341  CHF XS0308319341  CHS XS031849199  EUR XS0323449199  EUR XS0323449199  EUR XS0326085742  SEK XS0336957480  USD XS033449295  USD XS033449295  USD XS0334893818  USD XS0334893818  USD XS0334893818  USD XS0334893818  USD XS0334893818	44 CA67966 41 CA67966 41 CA67969 39 CA67999 62 CA68000 88 CA68003 85 CA68033 55 CA68128 56 CA68138	5'800'000 5'00'000 30'000 244 200'000 3'000'000 770'000 1'000'000	5552 NIA NIA NIA NIA NIA NIA	343459 712150 42729 272 200'000 4272'900 315'000 770'000 1'367'328 1'367'328	T908 NA NA NA NA NA NA	350'803 720'058 42729 200'000 4272'900 315'000 770'000
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		1,000,000	N/A N/A 9794	1'367'328	NIA	1367328
		1,000,000	N/A 9794	1'000'000	NA	
		2000000	9794	0387860		1.000.000
		200 002		000 407	13950	298'810
	42 CA68140	1.074.000	V.N	1,529,698	NA	1.529'698
	73 CA69187	12'550'000	N/A	1.856701	NIA	1,856701
	30 CA69188	20.000	2300	55795	2.567	58362
	15 CA69202	000,599	NA	000.599	NA	992,000
	79 CA69221	2.325.000	NA	3'311'498	NA	3'311'498
	53 CA69222	366000	46'511	366'000	46'511	412'511
	35 CA69278	985'000	N/A	000:586	N/A	000.586
	18 CA69282	2,000,000	NA	2,000,000	NA	5.000.000
	32 CA69287	560000	NIA	260,000	N/A	260,000
	52 CA58226	400.000	NIA	400.000	N/A	400,000
EUR ASUSSBB31107	77 CA69305	503.000	NA	716423	NIA	716423
CHF XS0338492571	11 CA69307	2083.000	N/A	2.335.579	N/A	2'335'579
USD XS0338493033	13 CA69310	80,000	NIA	000.09	NA	000.09

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Currency (CCY)	ISIN CODE	Clearstream Blocking Number (#)	Principal to Claim in Local Currency	Accrued Interest to Claim in Local Currency	Principal to Claim in USD (as at 09/15/2008)	Accrued Interest to Claim in USD (as at 09/15/2008)	Total Claim in USD (as at 09/15/2008)
OSD	XS0339408238	CA69311	1.530.922	N/A	1,530,922	VIV	1.530'922
EUR	XS0339408584	CA91763	1.170'000	NIA	1'866'431	NA	1'666'431
EUR	XS0339537390	CA36371	150'000	NA	213645	NA	213645
EUR	XS0342406716	CA69312	773'000	N/A	1,100,984	NIA	1'100'984
asn	XS0344556864	CA69314	3,854,000	NIA	3.854.000	NA	3,824,000
EUR	XS0344557839	CA69316	1747000	NA	2'488'252	NA	2'488'252
EUR	XS0345061591	CA69317	1,000,000	NA	1,424,300	N/A	1'424'300
asn	XS0346438061	CA69319	75,000	NIA	15000	NIA	75'000
OSN	XS0346466781	CA69324	110'000	NA	110'000	N/A	110'000
HKD	XS0349512094	CA69325	1,000,000	NIA	128'366	NA	128'366
asn	XS0350764337	CA69327	2,000,000	NA	2,000,000	NA	2.000,000
EUR	XS0351766836	CA69328	2'455'000	NA	3496657	N/A	3'496'657
EUR	XS0364438639	CA69329	200.000	NIA	284'860	NA	284'860
asn	XS0368988522	CA69330	2050000	NA	2.050.000	N/A	2050000
asn	XS0382037975	CA69332	200.000	NA	200.000	NA	200.000
OSN	XS0384368485	CA69335	200.000	NA	200.000	NIA	200.000
				TOTAL IN USD	57.456.466	131'855	57'588'321

# Exhibit A to Proof of Claim of EFG Bank AG Exchange Rates (as at 09/15/2008)

## **EXCHANGE RATES (AS AT 09/15/2008)**

Type of Currency (CCY)	Abbreviation	Rate
Euro	EUR	1.4243
Swiss Franc	품	1.1159
Swedish Kronor	SEK	6.7593
Czech Kronor	CZK	16.8870
Australian Dollar	AUD	0.8066
Hong Kong Dollar	HKD	7.7902
United States Dollar	OSD	1.0000

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RECEIVED BY:

DATE

TIME

### EXHIBIT B

[Executed Evidence of Transfer of Claim]

### AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM LEHMAN PROGRAM SECURITY

### TO: THE DEBTOR AND THE BANKRUPTCY COURT

- For value received, the adequacy and sufficiency of which are hereby acknowledged, EFG Bank AG ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to Barclays Bank PLC (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest in 100% of the US\$ 1,000,000.00 claim relating to the security with ISIN XS0324091304 specified in Schedule 1 attached hereto (the "Claim"), in Transferor's right, title and interest in and to the claim relating to the security with XS0324091304 in the Proof of Claim Number 55837 filed by or on behalf of EFG Bank AG (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptey Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto. For the avoidance of doubt, Purchaser does not assume and shall not be responsible for any obligations or liabilities of the Seller related to or in connection with the Transferred Claims or the Proceedings.
- 2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other holders of Lehman Program Securities of a similar nature.
- 3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

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- 4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.
- 5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.
- 6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.
- 7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this the day of March 2011.

Barclays Bank PLC

Name James Felty
Title: Managing oracler

745 Seventh Ave New York, NY 10019 EFG Bank AG

Name: H. Munich V. STEMBE Title: Group bework Council Legal Com

Bahnhofstrasse 16 8022 Zurich Switzerland

### Transferred Claims

Purchased Claim

\$1,000,000,00 of \$1,000,000.00 (the outstanding amount of the Proof of Claim as of March \_\_\_\_\_, 2011).

Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP	Issuer	Guarantor	Guarantor Principal/Notional	Coupon	Maturity	Accrued Amount (as of Proof of Claim Filing Date)
Issue of USD 1,000,000 Commodity Basket Linked Notes due October 2010 Guaranteed by Lehman Brothers Holdings Inc. under the U.S.\$100,000,000,000 Euro Medium-Term Note	XS0324091304	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 1,000,000 of USD 1,000,000	Basket linked	October 12, 2010	200

Schedule 1-1